



The Doctor ES's Liability for Filler Injecting Without Full Explanation in Informed Consent Causing Blindness in ADF Left Eye Judging

Dennis Saputra Trikadibusana¹, Isai Ronny Tanoko², Cynthia Sugandhy³, Stefani Berliana Magdalena⁴

¹²³⁴Notary Masters Study Program, Faculty of Law, Airlangga University, Indonesia

ARTICLE INFO

Article history:

Received Sep 9, 2022
Revised Sep 20, 2022
Accepted Oct 01, 2022

Keywords:

Doctor
Informed Consent
Liability
Without Full Explanation

ABSTRACT

Research titled The Doctor ES's Liability for Filler Injecting Without Full Explanation in Informed Consent Causing Blindness in ADF Left Eye Judging from Act Number 29 of 2004 Regarding Medical Practice and Regulation of the Minister of Health Number 290/MENKES/PER/III/2008 concerning Approval Medical Action discusses the issue of whether the ES doctor is responsible for injecting fillers without a full explanation in the informed consent which causes blindness in the ADF's left eye in terms of Act Number 29 of 2004 Regarding Medical Practice and Regulation of the Minister of Health Number 290/MENKES/PER/III/2008 concerning Approval of Medical Action. The research method used is the statue approach, which means that in answering the main problem through legislation, and using a conceptual problem approach, which means using literature to solve the main problem. The results of the study stated that ES doctors have committed violations of the discipline of the medical profession in the form of not providing a complete explanation to the ADF in seeking approval of medical action or informed consent as referred to in article 3 paragraph (2) letter h of Regulation of the Medical Council No. 4 of 2011 on Professional Discipline of Doctors and Dentists. In addition, ES and ADF doctors as patients have been bound in therapeutic transactions and there are losses suffered by the ADF in the form of permanent blindness in the left eye of the ADF due to the actions of ice doctors, then ES Doctors can also be sued on the basis of default in accordance with Article 1239 of the Civil Code.

ABSTRAK

Penelitian berjudul Tanggung Gugat Dokter ES atas Penyuntikan Filler Tanpa Penjelasan Lengkap Dalam *Informed Consent* yang Menyebabkan Kebutaan Pada Mata Kiri ADF Ditinjau dari Undang-Undang Nomor 29 Tahun 2004 Tentang Praktik Kedokteran dan Peraturan Menteri Kesehatan Nomor 290/MENKES/PER/III/2008 Tentang Persetujuan Tindakan Kedokteran membahas permasalahan apakah dokter ES bertanggung gugat atas penyuntikan filler tanpa penjelasan lengkap dalam *informed consent* yang menyebabkan kebutaan pada mata kiri ADF ditinjau dari Undang Undang Nomor 29 Tahun 2004 tentang Praktik Kedokteran dan Peraturan Menteri Kesehatan Nomor 290/MENKES/PER/III/2008 tentang Persetujuan Tindakan Kedokteran. Metode penelitian yang digunakan adalah *statue approach* yang artinya dalam menjawab pokok permasalahan melalui peraturan perundang-undangan, serta menggunakan pendekatan masalah *conceptual approach* yang artinya menggunakan literatur untuk menyelesaikan pokok permasalahan. Hasil penelitian menyatakan bahwa dokter ES telah melakukan pelanggaran disiplin profesi kedokteran yang berupa tidak memberikan penjelasan lengkap kepada ADF dalam meminta persetujuan tindakan kedokteran atau *informed consent* sebagaimana dimaksud dalam ketentuan Pasal 3 ayat (2) huruf h Perkonsil tentang Disiplin Profesional Dokter dan Dokter Gigi. Selain itu dokter ES dan ADF sebagai pasien telah terikat dalam transaksi terapeutik dan terdapat kerugian yang diderita oleh ADF berupa kebutaan permanen pada mata kiri ADF akibat tindakan dokter ES, maka Dokter ES dapat juga digugat atas dasar wanprestasi sesuai dengan Pasal 1239 Kitab Undang Undang Hukum Perdata.

This is an open access article under the [CC BY-NC](https://creativecommons.org/licenses/by-nc/4.0/) license.



Corresponding Author:

Dennis Saputra Trikadibusana,
Notary Masters Study Program, Faculty of Law, Airlangga University
Email: dennissaputratrikadib@gmail.com

I. INTRODUCTION

In today's society there is a trend to pay attention to their appearance, starting from the style or clothing worn such as clothes, pants, sandals, bags and even body shape to support their appearance, it is not uncommon to find someone coming to a beauty clinic to pamper their body. In the beauty clinic itself, there are many treatments, treatments, to those offered to pamper the body to change the body shape according to his wishes, one of which is to offer a sharp nose shape by injecting fillers.

In beauty clinics, generally there are beauty doctors as doctors who receive consultations and provide actions such as treatments, treatments, to surgeries that the patient wants to perform. This series of activities such as consultations from doctors and the actions taken by doctors to patients is what is referred to as medical practice as referred to in the provisions of Article 1 number 1 of Law Number 29 of 2004 concerning Medical Practice (hereinafter referred to as the Medical Practice Law). In medical practice there are generally 2 (two) parties, namely the doctor and the patient. The definition of a doctor contained in the provisions of Article 1 point 2 of the Law on Medical Practice which stipulates that "Doctors and dentists are doctors, specialists, dentists and specialists who have graduated from medical or dental education both at home and abroad recognized by the Government of the Republic of Indonesia. Indonesia in accordance with the laws and regulations" and in the provisions of Article 1 number 10 of the Medical Practice Law, the definition of a patient is defined, namely "Patient is any person who consults on his health problems to obtain the necessary health services, either directly or indirectly, to doctors and dentists.

A medical practice occurs or is carried out based on an agreement between a doctor and a patient as referred to in the provisions of Article 39 of the Medical Practice Law which stipulates that "Medical practice is carried out based on an agreement between a doctor or dentist and a patient in an effort to maintain health, prevent disease, improve health. , treatment of disease and restoration of health". The provisions of Article 39 of the Medical Practice Law are better known as therapeutic transactions. Bahder Johan Nasution (2005) defines a therapeutic transaction as an agreement between a doctor and a patient, in the form of a legal relationship that creates rights and obligations for both parties. The object of this agreement is in the form of efforts or therapy for healing the patient. Based on the legal relationship between the patient and the doctor, rights and obligations arise for the patient and the doctor, in which the patient has the right to medical services from the doctor and the doctor has the obligation to provide medical services in the form of medical actions or medical actions to patients.

All medical actions that will be carried out by doctors to patients must obtain approval from the patient concerned after being given a complete explanation by the doctor or known as informed consent. Informed consent has been regulated in the provisions of Article 45 paragraphs (1) and (2) of the Medical Practice Law and is further clarified in Article 45 paragraph (3) of the Medical Practice Law, which stipulates that a doctor's explanation shall at least include: (a) Diagnosis and treatment medical procedures; (b) The purpose of the medical action taken; (c) Alternative other actions and their risks; (d) Risks and complications that may occur and (e) Prognosis of the action taken.

Informed consent is also further regulated in the Minister of Health Regulation No. 290/MENKES/PER/III/2008 concerning Approval of Medical Actions (hereinafter referred to as Permenkes concerning approval of medical actions), both in the Law on Medical Practice and Permenkes concerning Approval of Medical Actions have important elements. that is, the consent of the patient that comes from a complete explanation from the doctor. In accordance with Article 8 paragraph (1), paragraph (2) and paragraph (4) of the Minister of Health concerning Approval of Medical Action, it is stipulates that an explanation of the diagnosis and condition of the patient's health may include: (a) Clinical findings from the results of the medical examination up to that point; (b) Disease diagnosis, or in the case that it cannot be established, at least a working diagnosis and differential diagnosis; (c) Indication or clinical condition of the patient that requires medical action;

(d) Prognosis if action is taken and if no action is taken, while the explanation of the medical action taken includes: (a) The purpose of the medical action which can be in the form of preventive, diagnostic, therapeutic, or rehabilitative purposes; (b) The procedure for carrying out the procedure what the patient will experience during and after the procedure, as well as side effects or discomfort that may occur; (c) Other alternative actions and their advantages and disadvantages compared to the planned action; (d) Risks and complications that may occur in each alternative action; (e) Expansion of actions that may be taken to address emergencies resulting from such risks and complications or other unforeseen circumstances. Explanation of the prognosis includes: (a) Prognosis of life and death (ad vitam); (b) Prognosis of its function (ad functionam); (c) Prognosis of cure (ad sanationam).”

Informed consent or approval of medical action is important for the patient because with the approval of the medical action it is the patient's right to know what impact the medical action will receive on the patient and be a consideration for the patient to make a decision on the medical action he will receive, but in the end In practice, there are still medical actions performed by doctors to patients without a complete explanation from the doctor.

This is related to the case carried out by doctor "ES" as a doctor at the BBC beauty clinic in Makassar who performed filler injections in the "ADF" nose area without a complete explanation which caused blindness in his left eye. This incident began when "ADF" was about to sharpen his nose in hopes of making him look more beautiful. Through the advice of "ADF" relatives, "ADF" came to the BBC beauty clinic which is located at Jalan Wolf No. 119 Makassar City. Arriving "ADF" at the BBC beauty clinic, he immediately met the doctor "ES" who is a beauty doctor at the BBC beauty clinic. ADF explained to doctor "ES" that he wanted to sharpen his nose in the hope of making it look more beautiful, after hearing "ADF"'s request, doctor "ES" agreed and suggested injecting filler at the bridge of the nose of "ADF" to sharpen his nose. Hearing this suggestion, ADF agreed to inject fillers at the bridge of his nose. Without doing a complete explanation such as asking for a history of illness or allergies suffered by "ADF" and not explaining the impacts and risks that may occur as well as the prognosis of the action he takes, the doctor "ES" immediately injects filler fluid at the bridge of the nose "ADF". Immediately after the doctor "ES" injected the filler fluid "ADF" immediately struggled in pain, suddenly "ADF" immediately opened his eyes and could no longer see anything and vomited, then "ADF" was rushed to Siloam Hospital Makassar for medical treatment but unfortunately after the incident "ADF" experienced permanent blindness in his left eye.

II. METHOD

The steps for collecting legal materials are carried out by taking an inventory of legal materials related to the subject of writing, classifying (grouping) legal materials that have been inventoried according to the needs of writing and sorting (systematizing) the legal materials. The step of analyzing legal materials to obtain answers to problems is using deductive reasoning that starts from legal materials and is associated with the main issues that will be discussed in this study. In analyzing, systematic interpretation is used, namely interpretation by looking at and paying attention to the Articles that are interconnected with others in the Prevailing Laws as well as with other Articles of other Legislations to obtain a clearer understanding.

The type of research used is normative juridical, so this thesis is written using a statutory approach and a conceptual approach. The statutory approach is research whose main approach is through the prevailing laws and regulations in Indonesia, in this case the Civil Code (KUHP), Law Number 29 of 2004 concerning Medical Practice, Law No. -Law Number 36 of 2009 concerning Health, Regulation of the Minister of Health Number 290/MENKES/PER/III/2008 concerning Approval of Medical Actions, while the conceptual approach is an approach obtained through literature and other reading materials as a supporting theory of the discussion.

III. RESULT AND DISCUSSION

Based on the above case, there is a legal fact that "ADF" visited the BBC beauty clinic which is located at Jalan Wolf No. 119 Makassar City with the aim of sharpening his nose, then "ADF" went to the BBC beauty clinic. Arriving there, "ADF" explained that he wanted to sharpen his nose to look more beautiful to the doctor "ES" who is a beauty doctor at the BBC beauty clinic. After hearing the will of "ADF" the doctor "ES" agreed and suggested to inject filler at the bridge of the nose "ADF". Based on the provisions of Article 39 of the Medical Practice Law, it is determined that the implementation of a medical practice is based on an agreement between a doctor or dentist and a patient in an effort to maintain health, prevent disease, improve health, treat disease and restore health. Seeing these legal facts, there is a request from "ADF" in this case the patient to doctor "ES" in the form of asking to give a sharp shape to the nose of "ADF" and doctor "ES" agreeing to the request, so from the legal facts it can be concluded that there has been an agreement between "ADF" and doctor "ES", in which the agreement between doctor and patient is known as a therapeutic transaction. Understanding therapeutic transactions according to Endang (2009) which states "Therapeutic transactions are legal relationships between doctors and patients carried out with a sense of trust from patients to doctors" and the legal facts can be said to be therapeutic transactions supported by the opinion of Bahder Johan Nasution (2005) who states "the specificity of therapeutic transactions, namely how to enter into an agreement, in a therapeutic transaction the arrival of a patient to the place of practice or to the hospital where the doctor works, with the aim of checking or for treatment, it is considered that there is a therapeutic agreement".

The therapeutic transaction can be said to be an engagement between a doctor and a patient because the therapeutic transaction fulfills the elements of the engagement. According to Mariam Darus Badruzaman, quoted by Teguh Pangestu (2019), the elements of an engagement are divided into 4 (four) elements, namely:

a. Legal relationship

A legal relationship can occur when it involves two or more people, in which one party attaches rights and attaches obligations to the other party. In this case, there is a legal relationship between doctors "ES" and "ADF" as patients that arose because there was an agreement between doctors "ES" and "ADF" to sharpen the nose of "ADF" by injecting filler at the bridge of the nose "ADF". From the agreement "ADF" has the right to receive filler injection services which aim to give a sharp nose shape from the doctor "ES" and "ADF" also has an obligation in the form of providing compensation for services to the doctor "ES", on the other hand the doctor "ES" has the right to compensation for services performed from "ADF" and doctor "ES" also has an obligation to provide filler injection services to give a sharp shape to the nose of "ADF".

b. Legal subject

In the law of engagement there are generally 2 (two) legal subjects, namely creditors and debtors. Creditors are parties who are entitled to the fulfillment of an achievement from the debtor. Meanwhile, the debtor is the party who is obliged to fulfill his achievements to the creditor. In this case, there was an agreement between doctor "ES" and "ADF", where "ADF" submitted a request to doctor "ES" to give a sharp nose shape, and doctor "ES" made an offer in the form of agreeing to give a sharp nose shape "ADF" and offered to perform a nose job by injecting filler at the bridge of the nose "ADF", so that "ADF" acts as a creditor who is entitled to receive filler injection services from doctor "ES" to sharpen his nose while doctor "ES" acts as a debtor who has an obligation to provide filler injection services to give the "ADF" nose a sharp shape.

c. In the field of wealth

In this case, there are legal facts in the form of a request from "ADF" to doctor "ES" to give a sharp nose shape and an offer from doctor "ES" in the form of agreeing to give a sharp nose shape to "ADF" and offering to make a sharp nose with how to inject fillers at the bridge of the nose "ADF", so it can be concluded that there is a transaction between doctors "ES" and "ADF", where the filler

injection services are carried out by doctors "ES" and "ADF" as patients provide compensation for services to doctors "ES" in the form of a filler injection fee at the bridge of his nose.

d. Legal object of engagement

The object of the engagement is the rights of the creditor and the obligations of the debtor which is usually called achievement. In the provisions of Article 1234 of the Civil Code has determined that the forms of achievement are divided into 3 (three) forms, namely to give something, to do something, or not to do something. In this case, there is a form of achievement in the form of doing something, namely the doctor "ES" injecting filler at the bridge of the nose "ADF" to sharpen the nose "ADF".

In addition to the legal fact that there has been a therapeutic transaction between the doctor "ES" and the patient "ADF" there is another legal fact, namely the approval of medical action from "ADF" for the act of injecting fillers but without being accompanied or preceded by a complete explanation from the doctor "ES" to the doctor. "ADF". The definition of Approval for Medical Action is contained in the provisions of Article 1 point 1 of the Minister of Health concerning Approval for Medical Action which stipulates that "Approval for medical action is the approval given by the patient or his immediate family after receiving a complete explanation of the medical or dental action to be performed on the patient." . Approval of medical action is better known as informed consent by experts, based on the terminology informed consent consists of 2 (two) syllables, namely consent and informed, consent is defined as consent on the basis of information and informed is defined as having been informed, thus informed consent has the meaning of approval of basic information, of course clear and complete information. Every medical action to be performed on a patient must obtain approval in accordance with the provisions of Article 45 paragraph (1) of the Medical Practice Law which stipulates that "Every medical or dental action to be performed by a doctor or dentist on a patient must obtain approval" and that provision equipped with the provisions of Article 45 paragraph (2) of the Medical Practice Law which stipulates that "the approval as referred to in paragraph (1) is given after the patient has received a complete explanation".

In that case the doctor "ES" received approval for the act of injecting filler verbally but the approval was obtained without a complete explanation from the doctor "ES" to "ADF" as stipulated in the provisions of Article 45 paragraph (3) of the Medical Practice Law which stipulates that " Explanation includes at least:

- a. Diagnosis and procedures for medical action;
- b. The purpose of the medical action taken;
- c. Alternative actions and their risks;
- d. Risks and complications that may occur; and
- e. Prognosis for the action taken.

And it is clarified in the provisions of Article 8 paragraph (1), paragraph (2) and paragraph (4) of the Minister of Health concerning Approval of Medical Action which stipulates that:

"Article 8"

1. An explanation of the patient's diagnosis and state of health may include:
 - a. Clinical findings from the results of the medical examination to date;
 - b. Disease diagnosis, or in the event that it cannot be established, then at least a working diagnosis and differential diagnosis;
 - c. Indication or clinical condition of the patient that requires medical action;
 - d. Prognosis if action is taken and if no action is taken.
2. Explanation of the medical action taken includes:
 - a. The purpose of medical action which can be in the form of preventive, diagnostic, therapeutic, or rehabilitative purposes;
 - b. The procedure for carrying out the procedure what the patient will experience during and after the procedure, as well as side effects or discomfort that may occur;
 - c. Other alternative actions and their advantages and disadvantages compared to the planned action;

- d. Risks and complications that may occur in each alternative action;
 - e. Expansion of actions that may be taken to address emergencies due to these risks and complications or other unforeseen circumstances.
3. An explanation of the prognosis includes:
- a. Prognosis of life and death (ad vitam);
 - b. Prognosis about its function (ad functionam);
 - c. Prognosis of cure (ad sanationam)."

So that the medical action approval or informed consent obtained by the "ES" doctor is not perfect because the informed consent is not preceded or accompanied by a complete explanation from the "ES" doctor, which is in the provisions of Article 45 paragraph (1) and paragraph (2) of the Law. Medical Practice has determined that informed consent can be requested or given after the patient has received a complete explanation, but in that case the doctor "ES" did not provide a complete explanation to the "ADF" such as diagnosis, procedures for carrying out the injection procedure to be performed on the patient. "ADF", an alternative procedure that has a lower risk, the impact and risks that may occur as well as the prognosis of the procedure he does, but the doctor "ES" immediately injects filler fluid into the bridge of the nose "ADF". In the opinion of Syahrul (2008) and Koeswadi (2008) which states that informed consent contains important points, namely the essential things that are required from the approval of medical action or informed consent, not just the consent of the patient for the medical action he wants to receive, but the consent of the patient. This must be based on a complete explanation from the doctor on the medical action to be given to the patient.

Explanation is an important thing in informed consent, according to Sri Siswati (2013) a complete explanation will serve as a consideration for the patient to determine whether to approve or disapprove of the doctor's actions to be given to him, plus filler injections have side effects or risks that quite dangerous so it needs to be explained in the doctor's explanation to the patient before injecting fillers. Based on the journal *Dermatologic Surgi Center Philadelphia* research conducted by Dr. Philippe Lafaille and Anthony Benedetto with the journal title *Fillers: Contraindications, Side Effects and Precautions* it is known that in a matter of days to weeks the side effects of filler injections can include swelling, redness, bruising/ecchymosis, pain, itching, infection, allergic reactions or hypersensitivity, inflammation. , Nodule (abnormal growth of tissue, can be a bulge or lump) solid, lump caused by distribution error, necrosis (death) of tissue, embolism with blindness, Embolism is a condition in which a foreign body or substance such as a blood clot or bubble gas gets stuck in a blood vessel and causes a blockage in blood flow, in this case the embolism occurs in the arteries at the bridge of the nose where the arteries have a function to supply blood to the retina or eye nerves, causing necrosis or tissue death in the eye. eye tissue that causes blindness to the eye. In this case, the embolism occurred in the arterial blood vessels at the bridge of the nose "ADF" due to the entry of filler fluid into the arteries, where the arterial blood vessels have a function to supply blood to the retina or the left eye nerve "ADF" causing necrosis. in the left eye tissue "ADF" and caused blindness in the left eye "ADF".

The results of this study are supported by the opinion of the beauty doctor Evelyne Anggun from the hotman paris show youtube channel page which states that if you want to sharpen your nose, he does not recommend filler injection because the nose has large blood vessels so it has a higher risk of embolism that causes blindness. , so that based on the results of the study and in the opinion of other beauty doctors, the "ES" doctor should provide a complete explanation such as providing an explanation of the risks and complications of filler injection, providing other alternative actions.

Doctor "ES" as a doctor in conducting medical practice to patients has an obligation to provide medical services in accordance with professional standards and standard operating procedures. In this case, there is a violation of professional discipline committed by a doctor "ES" in which the professional standards or professional discipline of doctors and dentists are regulated in the provisions of the Council on Professional Discipline of Doctors and Dentists. Based on the provisions of Article 1 point 1 Perkonsil concerning Professional Discipline of Doctors and Dentists determines

that "Professional Discipline of Doctors and Dentists is adherence to the rules and/or provisions of the application of science in the implementation of medical practice". In this case, the action of the doctor "ES" in the form of asking for informed consent for the filler injection without being preceded or accompanied by a complete explanation to the "ADF" is a form of violation of the discipline of the medical profession as referred to in the provisions of Article 3 paragraph (2) letter h of the Perkonsil regarding Professional Discipline of Doctors and Dentists who determine

Article 3

(1) Violations of Professional Discipline of Doctors and Dentists as referred to in paragraph (1) consist of 28 forms:

h. Does not provide honest, ethical, and adequate information to patients or their families in conducting medical practice."

So that the action of the doctor "ES" in the form of not providing a complete explanation to the "ADF" in asking for approval for medical action can be concluded as a violation of the discipline of the medical profession, then according to the provisions of Article 66 paragraph (1) of the Medical Practice Law "ADF" can make a written complaint to the Chairperson. The Indonesian Medical Discipline Honorary Council (MKDKI) for the losses suffered by the "ADF", in which MKDKI is the institution authorized to receive complaints, examine, decide whether there is a doctor's discipline violation committed by a doctor and provide disciplinary sanctions to doctors who violate professional discipline. Based on the provisions of Article 69 paragraph (3) of the Medical Practice Law, there are several disciplinary sanctions that can be given to doctors who violate professional discipline, namely:

- a. Giving written warnings;
- b. Recommendation for revocation of registration certificate or practice license; and/or
- c. Obligation to attend education or training in medical or dental educational institutions.

After making a complaint about the actions of the doctor "ES" to the Chairperson of the MKDKI, the MKDKI will make a recommendation letter to the competent court in this case the Makassar District Court to be able to examine, hear and decide on the claim for compensation filed by the "ADF". In the provisions of Article 66 paragraph (3) of the Medical Practice Law, it stipulates that reporting a complaint to the Chairperson of the MKDKI does not eliminate the right of everyone to report an alleged criminal act to the competent authorities and/or file a lawsuit for civil harm to the court using the provisions of the Civil Code which is a statutory regulation. -A more specific law regulates compensation.

In civil law, there are two legal grounds for filing a lawsuit to hold doctors accountable, namely:

- a. Liability based on default as regulated in Article 1239 of the Civil Code
- b. Accountability based on unlawful acts as stipulated in the provisions of Article 1365 of the Civil Code.

In this case the doctor "ES" and "ADF" are bound by a therapeutic transaction, the basis for a lawsuit that can be filed is a lawsuit on the basis of default as regulated in Article 1239 of the Civil Code which stipulates that "Every engagement is to do something, or not to do something, If the debtor does not fulfill his obligations, he will get a settlement with the obligation to provide compensation for costs, losses and interest.

Sri Siswati (2013) states that a person is considered to be in default if:

- a. Doesn't do what it's supposed to do
- b. Too late to do what was promised
- c. Carry out what was promised but not as promised
- d. Doing something that according to the agreement cannot be done

In this case the doctor "ES" is said to have defaulted because he did what he was promised but not as promised. Sri Siswati (2013) also stated that in order to declare a doctor to have defaulted, it must first be proven that the doctor has met the following requirements:

The first element, the relationship between a doctor or health worker with a patient arises based on a therapeutic transaction. In this case, the doctor "ES" and the patient "ADF" had a therapeutic

transaction which was proven by the legal fact that "ADF" visited the BBC beauty clinic which is located at Jalan Wolf No. 119 Makassar City with the aim of sharpening his nose. Then "ADF" explained that he wanted to sharpen his nose to look more beautiful to the doctor "ES" who is a beauty doctor at the BBC beauty clinic. Then after hearing the will of "ADF" the doctor "ES" agreed and suggested to inject filler at the bridge of the nose "ADF". Looking at these legal facts, it can be concluded that there was a request from "ADF" in this case the patient to the doctor "ES" and the doctor "ES" agreed to the request, so from the legal facts it has been proven that there has been a therapeutic transaction between "ADF" and the doctor. "ICE".

The second element, the doctor or health worker has provided inappropriate health services, which has violated the purpose of the therapeutic transaction. In this case, the doctor "ES" had the achievement to inject filler in the bridge of the nose "ADF" with the aim of sharpening the nose "ADF", but the filler injection did not succeed in making the nose "ADF" sharp, but caused "ADF" blindness permanently in the left eye "ADF" as a result of the filler injection at the bridge of his nose. The failure of the doctor "ES" to make "ADF" nose sharp by injecting fillers and making "ADF" suffer permanent blindness in his left eye is an act that violates the purpose of the therapeutic transaction between doctors "ES" and "ADF", which is the purpose of the therapeutic transaction. that is to sharpen the nose of the "ADF".

The third element, the patient suffers losses due to the actions of the doctor concerned. In this case, "ADF" as the patient suffered a loss in the form of permanent blindness in his left eye due to filler injection at the bridge of his nose by doctor "ES". This is in stark contrast to the agreement in the therapeutic transaction prior to the filler injection, in which the doctor "ES" agreed to sharpen the nose of "ADF" or promised "ADF" that he would sharpen his nose by injecting filler at the bridge of his nose but what "ADF" got was permanent blindness in his left eye.

With the description described above that the three conditions to determine an action can be said to be a default are met, so that the action of the doctor "ES" in the form of not providing a complete explanation to "ADF" in asking for approval for medical action or informed consent for filler injection at the bridge of the nose "ADF" can be considered as a default. The fulfillment of the three conditions of default in this case, the "ADF" has the right to claim compensation to the doctor "ES" in the form of material losses in the form of costs and compensation in accordance with the provisions of Article 1243 of the Civil Code which stipulates that "Reimbursement of costs, losses and interest due to non-compliance an engagement becomes obligatory if the debtor, even though it has been declared negligent, still fails to fulfill the engagement, or if something that must be given or done can only be given or done within the time that has exceeded the specified time. In this case "ADF" can ask for compensation for the costs it incurs in the amount of Rp. 100,000,000, - (One Hundred Million Rupiah) while undergoing treatment at the Siloam Makassar Hospital.

IV. CONCLUSION

Based on the descriptions and discussions that have been published in previous chapters, it can be concluded that first, between doctors "ES" and "ADF" there has been a therapeutic transaction in which the purpose of the therapeutic transaction is to sharpen the nose of the "ADF" by injection. filler on the nose "ADF". Second, the doctor "ES" has violated the discipline of the medical profession in the form of not providing a complete explanation to the "ADF" in requesting approval for medical action or informed consent as referred to in the provisions of Article 3 paragraph (2) letter h of the Perkonsil concerning the Professional Discipline of Doctors and Dentists . Third, the doctor "ES" is responsible for injecting fillers without a complete explanation in the informed consent that causes blindness in the left eye "ADF" because the doctor "ES" has defaulted in a therapeutic transaction with "ADF", this is in accordance with the provisions of Article 1239 of the Civil Code .

References

- Bahder Johan, N. (2005). *Hukum Kesehatan Pertanggungjawaban Dokter*. Surabaya: PT. Rineka Cipta
- Bambang Daru, N. (2017). *Hukum Perdata Indonesia*. Bandung: Refika Aditama.
- Endang kusuma A. (2009). *Transaksi Terapeutik dalam upaya pelayanan medis di rumah sakit*. Bandung: PT Citra Aditya Bakti.
- Maskawati, Andirani Misdar dan Muji Iswenty. (2018). *Hukum Kesehatan dimana etis dan yuridis tanggungjawab pelayanan kesehatan*. Yogyakarta: Penerbit Litera.
- Muhamad Sadi. (2015). *Etika & Hukum Kesehatan*. Jakarta: Prenadamedia group.
- Muhammad Teguh Pangestu. (2019). *Pokok-Pokok Hukum Kontrak*. Makassar: CV. Social Politic Genius (SIGn).
- Nomensen Sinamo. (2019). *Hukum Kesehatan & Sengketa Medik*. Jakarta: Jala Permata Aksara
- Sri Siswati. (2013). *Etika dan Hukum Kesehatan*. Jakarta: RajaGrafindo Persada.
- Syahrul Machmud. (2008). *Penegakan Hukum dan Perlindungan Hukum Bagi Dokter Yang Diduga melakukan Medikal Malpraktek*. Bandung: Mandar Maju.
- Jimmy Zulkifli. (2012). *Kamus hukum*. Surabaya: Graha media Pres, cetakan pertama.
- Philippe Lafaille & Anthony Benedetto. (2010). Fillers: Contraindications, Side Effects and Precautions. *Journal of Cutaneous and Aesthetic Surgery*, 3(1), 16-19. doi: 10.4103/0974-2077.63222.
- J, Carruthers, et al. (2014). Blindness Caused by Cosmetic Filler Injection: A Review of Cause and Therapy. *American Society of Plastic Surgeons Journal*, 134(6), 1197-1201. doi: 10.1097/PRS.0000000000000754.
- Eckart Haneke. (2018). Adverse effects of fillers, *wileyonlinelibrary.com*, doi: 10.1111/dth.12676.
- Makassar.tribunnews.com. (2019, 8 Mei). Pemilik Klinik Kecantikan Belle Beauty Care Ditetapkan Tersangka, Ini Kasusnya. Diakses Pada 3 Maret 2020, dari <https://makassar.tribunnews.com/2019/05/08/pemilik-klinik-kecantikan-belle-beauty-care-ditetapkan-tersangka-ini-kasusnya>
- Fajar.co.id. (2020, 27 Januari). Pasiennya Buta Permanen, Dokter Kecantikan di Makassar Terancam Denda Ratus Juta. Diakses pada 3 Maret 2020, dari <https://fajar.co.id/2020/01/27/pasiennya-buta-permanen-dokter-kecantikan-di-makassar-terancam-denda-ratusan-juta/>
- Youtube.com. (2018, 4 April). Nita Thalia dan Kumalasari Merasa Sangat Puas dengan Bentuk Tubuh yang Sekarang Part 4B – HPS 04/04. Diakses pada 19 Mei 2020, dari <https://www.youtube.com/watch?v=Fi9nQ81L-Lc>